



Order Filed on September 23, 2020  
by Clerk  
U.S. Bankruptcy Court  
District of New Jersey

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY

**Caption in Compliance with  
D.N.J.LBR 9004-1**

**STEWART LEGAL GROUP, P.L.**

*Formed in the State of Florida*

Gavin N. Stewart, Esq.

*Of Counsel to Bonial & Associates, P.C.*

401 East Jackson Street, Suite 2340

Tampa, FL 33602

Tel: 813-371-1231/Fax: 813-371-1232

E-mail: gavin@stewartlegalgroup.com

*Attorney for Toyota Motor Credit Corporation*

In re:

Darryl B. Crowder, Jr.

Elizabeth L. Crowder

*aka Elizabeth L. Camacho*

Debtors.

Chapter 13

Case No. 19-28332-JNP

Hearing Date: September 22, 2020

Judge Jerrold N. Poslusny, Jr.

**CONSENT ORDER RESOLVING MOTION TO VACATE AUTOMATIC STAY**

The relief set forth on the following pages is hereby **ORDERED**.

**DATED: September 23, 2020**

A handwritten signature in dark ink, appearing to read "Jerrold N. Poslusny, Jr.", is written over a horizontal line.

Honorable Jerrold N. Poslusny, Jr.  
United States Bankruptcy Court

Debtor: Darryl B. Crowder, Jr. and Elizabeth L. Crowder  
Case No.: 19-28332-JNP  
Caption of Order: **CONSENT ORDER RESOLVING MOTION TO VACATE  
AUTOMATIC STAY**

THIS MATTER having been opened to the Court upon the Motion to Vacate Automatic Stay (“Motion”) filed by Toyota Motor Credit Corporation (“Creditor”), and whereas the post-petition arrearage was \$5,493.60 as of September 21, 2020, and whereas the Debtors and Creditor seek to resolve the Motion, it is hereby **ORDERED**:

1. The automatic stay provided under 11 U.S.C. §362(a) shall remain in effect as to Movant’s interest in the following property: **2014 Toyota RAV4; VIN: 2T3DFREV7EW202927** (“Property”) provided that the Debtors comply with the following:

- a. Beginning on or before the October 7, 2020 payment and continuing on the 7<sup>h</sup> day of each subsequent month until paid in full, the Debtors shall cure the post-petition arrearage, \$5,493.60, by making six (6) consecutive monthly payments of \$915.60 each; and
- b. The Debtors shall resume making the regular contractual monthly payments directly to Creditor as each becomes due, beginning with the October 7, 2020 payment and continuing thereon per the terms of the underlying loan; and
- c. Remain current on all post-petition payment obligations, as well as all payments being paid through the Chapter 13 Plan.

2. The Debtors will be in default under the Consent Order in the event that the Debtors fail to comply with the payment terms and conditions set forth in above paragraphs and/or if the Debtors fail to make any payment due to Creditor under the Chapter 13 Plan.

3. All payments due hereunder shall be sent directly to Creditor at the following address: Toyota Motor Credit Corporation P.O. Box 9490, Cedar Rapids, Iowa 52409-9490.

4. If the Debtors fail to cure the default within thirty (30) days from the date of default, Creditor may submit a Certificate of Default to the Court on fourteen (14) days' notice to counsel for Debtor and the Chapter 13 Trustee for an order lifting the automatic stay imposed under 11 U.S.C. § 362(a) and permitting Creditor to exercise any rights under the loan documents with respect to the Property.

5. Creditor is awarded reimbursement of attorney fees and costs in the amount of \$250.00 and \$181.00, respectfully to be paid through the Chapter 13 Plan.

**STIPULATED AND AGREED:**

/s/ Jill T. Bryan

Jill T. Bryan, Esq.  
Law Office of Jill T. Bryan  
900 Route 168, Suite A4  
Turnersville, NJ 08012  
*Counsel for Debtor*

/s/ Gavin N. Stewart

Gavin N. Stewart, Esq.  
Stewart Legal Group, P.L.  
401 East Jackson Street, Suite 2340  
Tampa, FL 33602  
*Counsel for Creditor*